

purchaser with notice. These are the well established principles of equity upon this subject. (j)

*William McMechen*, in his answer, avers, that he is a purchaser for a valuable consideration without notice; and yet he makes an exhibit by his answer, as a part thereof, of a deed dated on the 9th of September, 1803, under which he takes from *Hagthorp* and wife, in which the indenture from *Anthony Hook* to *John Hook*, out of which the trusts arise, is clearly and distinctly referred to as one of the links in the chain of the title of *Hagthorp* and wife. This, of itself, is enough to shew, that *McMechen* is a purchaser with notice. But the proofs leave no doubt upon the subject; they shew that he had ample notice. This defendant, therefore, will be decreed to deliver up and reconvey to the plaintiff whatever of the ten acre lot, thus acquired by him, he may now hold; and to account for the rents and profits thereof from the date of the deed under which he obtained possession, with such just allowances as he may be entitled to; the nature of which shall be specified.

*Samuel Moore* and *George A. Hughes* answer jointly, they positively aver, that they are purchasers of *William McMechen* for a valuable consideration without notice. But they exhibit no evidence of title, nor any proof of right whatever. According to the rules and principles before laid down, they cannot be permitted thus to swear themselves into the estate of the plaintiff; and, consequently, even if their answer were, in other respects, fully responsive to the bill, it could not avail them as a defence, unsupported as it is by proof. These defendants will, in like manner, be decreed to deliver up and reconvey to the plaintiff the property held by them; and be also charged with rents and profits from the first day of May, 1818, when it appears they obtained possession.

*John Cator*, by his answer, states, that he purchased of *McMechen*, that which he holds. His predicament and pretensions are similar, in all respects, to those of *Moore* and *Hughes*. *Cator*, therefore, will likewise be decreed to deliver up and reconvey; and also to account for the rents and profits of what he holds, from the first of May, 1818, when he was let into possession; with such just allowances as shall be specified.

*John S. King*, by his answer, states, that he leased from the defendant *Cator*; but having exhibited no better title than his les-